

REMARKS:

Claims 1-16 are presented for examination. Claims 1, 3-5, 7-9, 11- 13, 15 and 16 have been amended hereby. Claims 2, 6, 10 and 14 have been cancelled. Amended claims are fully supported and thus no new matter has been added (See e.g. paragraphs 19 and 20 of the published application).

Reconsideration is respectfully requested of the rejection of claims 1 - 3 and 8 under 35 U.S.C. §102(b) as allegedly being anticipated by U.S. Patent 5,698,217, hereinafter “Wilkins.”

Initially, it is noted that Applicant does not necessarily concur with the Examiner in the Examiner’s analysis of the claims of the present application and the Wilking’s reference.

Nevertheless, in order to expedite prosecution of the application, the independent claims have been amended hereby to recite, *inter alia*, the following:

Independent claim 1 now explicitly recites the following amended limitation of:
applying an active film to the heated foil in a non-sealing area of the heated foil, wherein the non-sealing area is an area where, when the active film and foil combination is later attached to the flexible package, the area is not covered by a seal between the active film and the flexible package, wherein the active film comprises two components and wherein the two components are an active agent and a polymer;

Similarly, independent claim 9 now recites the following amended limitation:
cutting the active film into a pre-determined length, wherein the predetermined length is sized so that, when the active film is later combined with the foil and then the active film and foil combination is attached to the flexible package, the predetermined length is not covered by a seal between the active film and the flexible package, wherein the active film comprises two components and wherein the two components are an active agent and a polymer;

With respect to the 102 rejections over Wilking, this reference discloses, teaches and suggests a drug delivery device with a “desiccant compartment containing a desiccant” that Wilking refers to as a “desiccant package.” For example, the Examiner cites to col. 2, lines 7 -9 and col. 3, lines 23 -64 of Wilking. *See also*, col. 5, lines 17-29 and Figure 1 (product pack 12, desiccant pack 20, desiccant 28, desiccant receiving space 26). Wilking’s “desiccant package” is composed of at least three layers -- a

base sheet, a cover sheet and a desiccant sandwiched between these two layers.

In contrast, Applicant's "active film ... wherein the active film comprises two components and wherein the two components are an active agent and a polymer" -- i.e. one layer having the desiccant incorporated within the film. Thus, the Wilking reference fails to disclose, teach nor suggest the limitation of:

"wherein the active film comprises two components and wherein the two components are an active agent and a polymer"

In addition, the Examiner cites column 4, lines 35 -57 to state that Wilking discloses "a foil which is heat sealed" and "the active film is immobilized within the flexible packaging by heat sealing." This is completely different than Applicant's claim limitation of "heating a foil" prior to the downstream claimed process of heat sealing. Applicant's amended the claims to more clearly stress this limitation by, in claim 1, "applying an active film to the heated film, and, in claim 9, "applying the cut active film to the heated foil." None of the cited reference disclose, teach nor suggest this claim limitation.

Moreover, Applicant's added the new limitations to further distinguish over the cited prior art:

claim 1: applying an active film to the heated foil in a non-sealing area of the heated foil, wherein the non-sealing area is an area where, when the active film and foil combination is later attached to the flexible package, the area is not covered by a seal between the active film and the flexible package, wherein the active film comprises two components and wherein the two components are an active agent and a polymer

claim 9: cutting the active film into a pre-determined length, wherein the predetermined length is sized so that, when the active film is later combined with the foil and then the active film and foil combination is attached to the flexible package, the predetermined length is not covered by a seal between the active film and the flexible package

These limitations are fully disclosed in paragraphs [0019] and [0020] of the published application.

Consequently, Wilking does not anticipate the presently amended claims because Wilking is missing at least 3 limitations -- discussed above -- and thus the rejection should be withdrawn.. If the

Examiner remains of the opinion that these specifically claimed features do not render the claimed invention patentably distinct, it is respectfully submitted that the Examiner point out where such features are disclosed in the cited references.

Reconsideration is respectfully requested of the rejection of the claims under 35 U.S.C. 103(a) as allegedly being unpatentable over Wilking in view of either Hekal '952 (US Patent No. 6,174,952), Hekal '520 (US Patent 6,136,520), Hekal '183 (US Patent No. 6,177,183) and/or Mason (US Patent No. 4,732,098). Initially, it is noted that Applicant does not necessarily concur with the Examiner in the Examiner's analysis of the claims. Nevertheless, in order to expedite prosecution of the present application, the claims have been amended to more clearly recite Applicant's invention.

First, Hekal '952, Hekal '520 and Hekal '183 do not relate to "a method of attaching an active film onto a flexible package" as recited by the claimed steps and thus do not disclose, teach nor suggest this claimed method. With respect to Mason, Mason only discloses, teaches and suggests, as the Examiner states at page 8 of the Office action, "a process for attaching a pad to a foil. The foil and pad are both advanced from supply rolls. The pad is cut to a pre-determined length and then heat sealed to the foil (see col. 4, lines 17 - 58)."

As such, , Hekal '952, Hekal '520 and Hekal '183 and Mason do not provide at least the following limitations that are missing from the primary reference, Wilking:

Independent claim 1 now explicitly recites the following amended limitation of:

applying an active film to the heated foil in a non-sealing area of the heated foil, wherein the non-sealing area is an area where, when the active film and foil combination is later attached to the flexible package, the area is not covered by a seal between the active film and the flexible package, wherein the active film comprises two components and wherein the two components are an active agent and a polymer;

Similarly, independent claim 9 now recites the following amended limitation:

cutting the active film into a pre-determined length, wherein the predetermined length is sized so that, when the active film is later combined with the foil and then the active film and foil combination is attached to the flexible package, the

predetermined length is not covered by a seal between the active film and the flexible package, wherein the active film comprises two components and wherein the two components are an active agent and a polymer;

And, Applicant's claim limitation of "heating a foil" prior to the downstream claimed process of heat sealing. Applicant's amended the claims to more clearly stress this limitation by, in claim 1, "applying an active film to the heated film, and, in claim 9, "applying the cut active film to the heated foil."

Since the combination of references cited by the Examiner does not recite all of the claim limitations, the Section 103 rejections have been overcome. Accordingly, it is respectfully submitted that each rejection raised by the Examiner in the March 8, 2010 Office Action has been overcome and that the above-identified application is now in condition for allowance.

Favorable reconsideration is earnestly solicited.

Respectfully submitted,
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